

FILED

MAR 28 2018

SUSAN Y. SOONG
CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

Carl Wescott
PO Box 190875
San Francisco, CA 94966
in propria persona
+1 415 335 5000

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

Carl "Kalle" Wescott,

Plaintiff

Case Number 4:17-cv-06271-DMR

----- versus -----

CASE MANAGEMENT STATEMENT

Darrell Bushnell and

Amy Bushnell

Defendants

Case Management Hearing:

April 4th, 2018, 1:30 pm, 2018

Pursuant to standing Order of this Court Plaintiff Carl Wescott, proceeding *pro se*, makes the following initial Case Management Statement:

One threshold issue is that the Plaintiff has a 2 pm hearing on April 4th, 2018 in Wescott versus Harris (San Francisco District Court, a Motion to Dismiss), and thus while the Plaintiff plans to attend all future hearings in person if possible, the Plaintiff plans to arrange a telephonic appearance for the case management hearing.

1. Basis of Jurisdiction

This Court has jurisdiction pursuant to 28 USC 1332, there being diversity of citizenship and the amount in controversy exceeding \$75,000 exclusive of fees and costs.

INITIAL CASE MANAGEMENT STATEMENT

1 2. Service of Complaint

2 The Defendants have not been served yet.

3
4
5 3. Facts

6 This case is about the Defendants' two contracts to purchase lots and condos at Seaside
7 Mariana, and what has happened after that. The Defendants signed contracts to arbitrate any
8 dispute. Ignoring that provision, they filed a lawsuit and obtained a default judgment, which they
9 used to get a lien on the subject property.

10
11 The Plaintiff was in contract to purchase said property, but the Defendants' wrongful lien
12 is preventing the purchase, generating damages to Plaintiff. The Plaintiff has also been assigned
13 the legal rights of Seaside Mariana, that has also been damaged by the wrongful conduct.

14
15
16 4. Legal Issues

17 The Plaintiff has alleged breach of contract, intentional interference with prospective
18 economic relations, and negligent interference with business relations.

19
20
21 5. Motions

22 There has been no Motion Practice to date. At an appropriate time, the Plaintiff intends to
23 file a Motion for Summary Judgment given that the underlying facts are not subject to in dispute.

1
2 6. Amendments

3 The Honorable Judge Donna Ryu, in a sua sponte review, was kind enough to point out
4 deficiencies in the complaint. The Plaintiff amended his complaint and believes that he has cured
5 those deficiencies.
6

7
8 7. Preservation of Evidence

9 The submitting party, Carl "Kalle" Wescott, *pro per*, has reviewed the Guidelines for the
10 Discovery of Electronically Stored Evidence and agrees to abide by same.
11

12
13 8. Initial Disclosures

14 The Parties have not yet exchanged 26.1 initial disclosures.
15

16
17 9. Discovery

18 A. Witnesses

19 (a) Wescott, the Plaintiff, is expected to testify as to his purchase agreement and the
20 Defendants' wrongful lien blocking his purchase.
21

22 (b) The Bushnells, Defendants, are expected to testify about their contract and their
23 decision to breach their contract and sue Seaside Mariana rather than to arbitrate as their contract
24 required.

25 (c) Kevin Fleming and/or Maria Rueda, the owners of Seaside Mariana, are expected
26 to testify as to the underlying facts prior to Wescott's involvement.
27

28 (d) There are other potential witnesses that the Plaintiff is currently contacting.

1 (e) It is likely that the Plaintiff will bring in one or more expert witnesses to testify in
2 connection with the current value of the land and the economic opportunity to develop it.
3

4
5 **B. Documents**

6 (a) The two Bushnell purchase agreements.

7 (b) The Wescott purchase agreement.

8 (c) Email correspondence between the parties;

9 (d) Relevant email correspondence of third parties relating to the underlying
10 transactions;
11

12 (e) Closing documents relating to sales transactions for the project;
13

14 **10. Class Action**

15 Not applicable.
16

17
18 **11. Related Cases**

19 There are no related cases to Plaintiff's knowledge. However, there is another party in the
20 same situation as the Bushnells, and the Plaintiff is planning to file a complaint in their case very
21 soon, so there will be one related case shortly.
22

23
24 **12. Relief Sought**

25 The Plaintiff seeks damages, and also injunctive relief to get the Bushnells to remove their
26 wrongful lien.
27
28

1 13. Settlement & Alternative Dispute Resolution

2 There have been no settlement discussions to date.

4 14. Consent to Have a Magistrate Judge Hear the Case

5 The Plaintiff would consider and has consented to have a Magistrate Judge hear this case.

7 15. Other References

8 Plaintiff believes this to be inapplicable.

10 16. Narrowing Issues

11 The Plaintiff believes that the issues in this case are fundamentally straightforward.

13 17. Expedited Trial Procedure

14 The Plaintiff would be in favor of any expedited procedure that does not sacrifice the
15 presentation and preservation of complex evidence.

17 18. Scheduling

18 The Plaintiff is pleased to have this matter scheduled at the convenience of the Court. At
19 this point, the Plaintiff is hopeful that we can have our trial in the first half of 2019.

1
2 19. Trial

3 The Plaintiff has demanded a trial by jury. The Plaintiff believes that the case can be tried
4 within three days, with the belief that there is essentially no defense that could possibly be pled to
5 most or all of these counts.
6

7
8 20. Disclosure of Non-Party Interested Persons or Entities

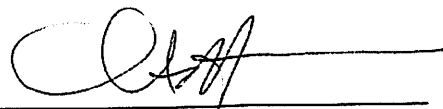
9 The Plaintiff is unaware of such an interested non-party.
10

11
12 21. Other Matters

13 None at this point.
14
15

16 RESPECTFULLY SUBMITTED.
17

18 Date: *MARCH 26th, 2018*
19

20
21 
22

23 Carl "Kalle" Wescott. *Pro Sez*
24
25
26
27
28